



ENTERED
05/29/2019

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

Westmoreland Coal Company, et al.,¹

Debtors.

Chapter 11

Case No. 18-35672 (DRJ)

(Jointly Administered)

Re: Docket No. 1771

**ORDER (I) AUTHORIZING THE WMLP DEBTORS
TO (I) ASSUME AND ASSIGN CERTAIN AGREEMENTS RELATED
TO THE OXFORD ASSETS AND (II) GRANTING RELATED RELIEF**

This matter coming before the Court on the *Motion of the WMLP Debtors for an Order (I) Authorizing Them to Assume and Assign Certain Agreements Related to the Oxford Assets and (II) Granting Related Relief* (the "Motion"),² filed by the WMLP Debtors; the Court having reviewed the Motion; the Court having found that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances, (d) service of the Motion provided the counterparties to the Supplemental Agreements with adequate notice of the proposed assumption and assignment thereof, (e) the proposed assumption and assignment of the Supplemental Agreements as requested in the Motion and granted herein is an appropriate exercise of the WMLP Debtors' business judgment, and (f) the proposed assumption and

¹ Due to the large number of debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the debtors and the last four digits of their tax identification, registration, or like numbers is not provided herein. A complete list of such information may be obtained on the website of the debtors' claims and noticing agent in these chapter 11 cases at www.donlinrecano.com/westmoreland. Westmoreland Coal Company's service address for the purposes of these chapter 11 cases is 9540 South Maroon Circle, Suite 300, Englewood, Colorado 80112.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

assignment of the Supplemental Agreements satisfies the requirements of section 365(a), (b), and (f) of the Bankruptcy Code; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, finds that the following order should be entered.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Motion is granted as set forth herein.
2. The WMLP Debtors are authorized to assume and assign to CCU Coal and Construction, LLC ("CCU") the Supplemental Agreements identified on Exhibit 1 (the "Cure Schedule"), attached hereto³ and the Supplemental Agreements are deemed assumed and assigned to CCU as provided in the Cure Schedule, pursuant to section 365 of the Bankruptcy Code. The assumption and assignment of the Supplemental Agreements is only to the extent such agreements are executory contracts or unexpired leases, and to the extent not otherwise already included in the "Purchased Assets" (as such term is defined in the Oxford APA). Neither the WMLP Debtors nor CCU makes any admission that the Supplemental Agreements are executory contracts or unexpired leases, or that the Supplemental Agreements were not already included in the Purchased Assets. All rights are reserved with respect to the same.
3. The cure amount to be paid to cure all prepetition defaults under each Supplemental Agreement, pursuant to section 365(b) of the Bankruptcy Code, shall be the applicable Cure Amount set forth on the Cure Schedule attached hereto.

³ Each Supplemental Agreement identified on the Cure Schedule includes any modifications, amendments, addenda or supplements thereto or restatements thereof. Notwithstanding the foregoing, to the extent that any of Supplemental Agreements do not constitute executory contracts or unexpired leases for the purposes of section 365(a) the Bankruptcy Code, such agreements shall not be considered assumed and assigned, and such agreements shall not be deemed altered, amended, or modified hereby.

4. The Cure Amount set forth in the Cure Schedule shall be paid by CCU and binding upon the counterparties to the Supplemental Agreements for all purposes in these chapter 11 cases and shall constitute a final determination of the total Cure Amounts required to be paid by CCU in connection with the assumption of the Supplemental Agreements. In addition, all counterparties to Supplemental Agreements shall be forever (a) barred from objecting to the Cure Amounts and from asserting any additional cure or other amounts with respect to the Supplemental Agreements, and the WMLP Debtors and/or CCU shall be entitled to rely solely upon the Cure Amounts set forth in the Cure Schedule; and (b) barred, estopped and permanently enjoined from asserting or claiming against the WMLP Debtors and/or CCU, or their respective property, that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Supplemental Agreements, or that there is any objection or defense to the assumption of such Supplemental Agreement.

5. Bankruptcy Rule 6004(h) is hereby waived, and this order is effective as of the date of its entry on the docket in this case.

6. The WMLP Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

7. This Court retains exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation or enforcement of this Order.

Signed: May 29, 2019



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Cure Schedule

ASSUMED AND ASSIGNED AGREEMENTS

Exhibit 1

Debtor(s)	Counterparty	Description of Assumed Contracts or Leases	Cure Cost, if applicable
Westmoreland Resource Partners, LP	Enterprise FM Trust	2017 Pickup lease VIN#1GC1KUEG3HF228725	\$3,898.40
Westmoreland Resource Partners, LP	Enterprise FM Trust	2017 Pickup lease VIN#1GC1KUEG2HF107362	\$3,898.40
Oxford Mining Company, LLC	Ohio Gathering Company, LLC	6-21-13 Sandy Ridge Partial Release of Lease	\$0.00
Oxford Mining Company, LLC	Ohio Gathering Company, LLC	9-23-13 Piergallini Partial Release of Lease	\$0.00
Oxford Mining Company, LLC	Ohio Power Company	7-21-16 Bellaire Dock Property Lease	\$0.00

Potentially Executory Coal Leases

Cravat Coal Company	Abe J. Hochstetler and Anna E. Hochstetler	3-17-06 Coal Lease	\$0.00
Oxford Mining Company, LLC	Ascent Resources - Utica, LLC	8-28-18 Lease Oil & Gas Lease	\$0.00
Oxford Mining Company, LLC	Belmont Underground, LLC	10-8-18 Coal Lease	\$0.00
Oxford Mining Company, LLC	Belmont Underground, LLC	10-8-18 Memorandum of Coal Lease	\$0.00
Cravat Coal Company	Buckeye Management Enterprises, Inc	4-16-07 Memorandum of Assignment of Lease	\$0.00
Oxford Mining Company, LLC	CONSOL Mining Company, LLC	8-2-17 Daron deed extension with reversion	\$0.00 ⁽¹⁾
Harrison Resources, LLC	Consolidation Coal Company	6-25-07 Coal deed with reversion	\$0.00
Harrison Resources, LLC	Consolidation Coal Company	8-6-10 Harrison Tranche 4 coal deed with reversion	\$0.00 ⁽¹⁾
Harrison Resources, LLC	Consolidation Coal Company	10-8-14 Amendment 1 to Tranche 4 coal deed	\$0.00 ⁽¹⁾
Harrison Resources, LLC	Consolidation Coal Company	10-8-14 Tranche 4 Adjacent coal deed	\$0.00 ⁽¹⁾
Oxford Mining Company	Consolidation Coal Company	7-30-02 Coal deed with reversion	\$0.00
Oxford Mining Company, LLC	Eagle Creek Farm Properties, Inc	11-21-14 Belmont County Oil & Gas Sharing Agreement	\$0.00
Harrison Resources, LLC	Hess Ohio Developments, LLC	8-31-15 Oil & Gas deed with royalty provision	\$0.00
Oxford Mining Company, LLC	Hess Ohio Developments, LLC	6-12-13 Additional Property added to 3-13-12 Oil & Gas Agreement	\$0.00
Oxford Mining Company, LLC	Hess Ohio Developments, LLC	10-17-13 Additional Property added to 6-12-13 Oil & Gas Agreement	\$0.00
Oxford Mining Company, LLC	Hess Ohio Developments, LLC	7-11-18 Hess to Ascent Transfer of Oil & Gas Rights	\$0.00
Oxford Mining Company, LLC	Hochstetler Family Retreat, LLC	2-11-15 Limestone Lease	\$0.00
Oxford Mining Company, LLC	Hochstetler Family Retreat, LLC	7-2-18 Limestone Lease Addendum 1	\$0.00
Oxford Mining Company, LLC	Hochstetler Family Retreat, LLC	2-11-15 Memorandum of Limestone Lease	\$0.00
Oxford Mining Company, LLC	John S. Mauersberger and Susan V. Mauersberger, Tollgate Holdings, LLC, George A. Mauersberger and Christine M. Mauersberger, Jennifer K. Dean and Steven M. Dean, Joseph P. Shepherd, Jennifer K. Dean	1-5-19 Coal Lease Addendum 1	\$0.00
Oxford Mining Company, LLC	John S. Mauersberger and Susan V. Mauersberger, Tollgate Holdings, LLC, George A. Mauersberger and Christine M. Mauersberger, Jennifer K. Dean and Steven M. Dean, Joseph P. Shepherd, Jennifer K. Dean	1-5-19 Memorandum of Addendum to Coal Lease	\$0.00
Oxford Mining Company, LLC	ROBERT A. SHUGERT	5-4-2017 Lease Agreement	\$0.00
Oxford Mining Company, LLC	Rock Ridge Properties, Inc, Margaret Worner, Bonita K. Taylor, Laura Lee Biggs	9-2-15 Rice Heirs Oil & Gas Sharing Agreement	\$0.00
Oxford Mining Company, LLC	Sidco Development Inc.	9-1-17 Limestone Agreement Addendum 1	\$0.00
Oxford Mining Company, LLC	State of Ohio, Department of Natural Resources, Division of Mineral Resources Management	9-7-18 Powelson AML Contract	\$0.00
Oxford Mining Company, LLC	State of Ohio, Department of Natural Resources, Division of Mineral Resources Management	9-26-18 Powelson AML Contract extension letter	\$0.00
Oxford Mining Company, LLC	Sunoco Pipeline L.P.	6-30-15 Sunoco Piergallini Pipeline Agreement	\$0.00

(1) All cure costs for these contracts were already included in the Final Oxford Contract List previously filed (contract #11646 on 2-11-19 Executory Contract List (Tranche 5 Option)). No further cure is due for these contracts.